



PSYCHOLOGICAL CENTER  
for Expert Evaluations, Inc.

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**Role Specification & Financial/Retainer Agreement**

Date: \_\_\_\_\_

Name of Retaining Party: \_\_\_\_\_ Relationship to Examinee: \_\_\_\_\_

Examinee's Name: \_\_\_\_\_ Examinee's Date of Birth: \_\_\_\_\_

**Introduction**

This agreement outlines the terms agreed to when electing to retain Dr. Kristin Tolbert, a licensed psychologist, for your case. The terms of engagement are in writing in order to avoid misunderstandings. We ask that you indicate your agreement by executing your copy of this letter and returning it to our office, along with the initial retainer fee.

**Services**

Except for in rare situations, it is generally only appropriate for a forensic psychologist to serve in one capacity on a case. For instance, a psychological evaluator should not be providing consultation to any of the litigants, nor should a therapist perform psychological evaluations on their established clients. Within the realm of consultation services, however, there is a little more flexibility in combining roles. Please review the following information and ask questions when necessary.

Please note that as a licensed psychologist if a psychiatric emergency arises, Dr. Tolbert must prioritize and tend to the emergency before other cases. Therefore, all appointments are subject to cancellation or rescheduling in the event of a psychiatric emergency with another client.

**Records**

Our agency will provide a copy of all records maintained at the party's request. The charge for providing a copy of records will be \$1.00 per page for the first 25 pages and \$0.25 per page for any additional pages as well as the cost of shipping, if applicable. A signed Request of Information form may be required before providing records.

\*Please note, as a policy at the Psychological Center for Expert Evaluations, Inc., examinees are asked to allow audio recording of the clinical interviews with the psychological examiner. This practice promotes accuracy, transparency, and improved turn around times for report writing. These audio recordings will remain part of the examinees permanent file and could be accessed by a subcontracted transcription company if deemed necessary.

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Additionally, the audio recording will be treated as “raw data” and therefore, will be released only to a second licensed psychologist hired to perform a review of methodology. Other limitations to confidentiality include child/elder abuse, and suicidal or homicidal ideation or intent.

### **Psychological Evaluator/Expert Witness**

Dr. Tolbert can be appointed by the Court to serve as a neutral psychological evaluator for cases involving child custody disputes. The Court typically requires that these evaluations take place when litigants cannot agree on a custodial arrangement with the assistance of their lawyers or a mediator. The aim of the evaluation is to provide the Court with important information relating to the child’s best interests, from a neutral expert, in order to assist the Judge in making custody determinations. After serving as an evaluator, Dr. Tolbert is comfortable and experienced in providing expert witness testimony to assist the Judge in making a final determination on the case.

- *Psychological Evaluation of only one Parent*

If only one parent’s mental health is in question, a psychological evaluation may be ordered to assist the Court in learning more about the diagnostic impressions, factors that may place the child(ren) at risk, or recommendations for treatment.

- *Social Investigation/Custody Evaluation*

When it is unclear what type of timesharing arrangement is in the best interest of the child(ren) in a case, the Court may appoint Dr. Tolbert to perform a Social Investigation on the entire family, which will incorporate recommendations for parenting plans and time sharing arrangements. If both parents are not able or willing to participate, it is sometimes possible to perform an “Interaction Study” or “Gatekeeping Assessment”, if the Court orders it, or if the existing legal situation is such that both parents are not required to provide permission for the child’s examination.

- *Second Opinion Psychological Evaluator*

If an initial evaluation of a litigant or family has been performed, and questions have been raised about the validity of the results, Dr. Tolbert can be appointed to conduct a “Second Opinion Evaluation” or “Tie-breaker Evaluation”. In this function, the doctor may or may not be asked to review the initial evaluator’s findings, but will always re-evaluate all parties and collateral contacts in order to formulate an independent opinion about the situation at hand.

### **Consultation and Litigation Support Services**

As stated, there is more flexibility in combining several of the following consultation roles, thus establishing the best possible outcome for your case. Please discuss the options with your evaluator when appropriate.

- *Attorney/Client Support and Education*

In some situations, attorneys may have clients that could benefit from one-on-one guidance from a psychological expert to prepare them for trial or to assist with settlement agreements. Especially in high conflict divorces, it can be particularly helpful to hire a mental health consultant early on in the case, to walk the litigant through the custody evaluation process. As a mental health consultant in this capacity, Dr. Tolbert often provides the client with psycho-education, teaches effective communication techniques, provides information on divorced parenting skills, and provides them with

anxiety reducing techniques to utilize throughout the process. Dr. Tolbert can also assist by utilizing the most up to date, generally accepted literature, to help create parenting plans that are developmentally appropriate and structured with the child's psychological best interest in mind.

When attorneys are faced with difficult clients who refuse to consider sound advice, Dr. Tolbert is generally able to help present information in a way that the client may be more receptive to hearing. Additionally, unless asked to testify, this assistance does not have to be disclosed and will remain under the client/attorney privilege.

- *Work Product Reviews & Rebuttal Witness Testimony*

Dr. Tolbert is also able to assist in cases where the attorney's client receives an unfavorable outcome on a psychological evaluation or social investigation. Dr. Tolbert will first assess the content of the report and provide an initial opinion as to whether or not the methodology appears sound. In cases where the results of the evaluation appear appropriate, and there does not seem to be any serious deficiencies or problems with the evaluators approach, Dr. Tolbert can help the attorney explain the results of the report to their client and potentially help to explore the benefits of reaching a settlement agreement with the opposing side. In these cases, Dr. Tolbert's assistance does not have to be disclosed and all consultation can remain under the attorney/client privilege.

If, however, there does appear to be substantial deficiencies, bias language, lack of experience, insufficient credentials, or any other problem with the methodology or outcome of the report, Dr. Tolbert will explain these issues and advise that the attorney further challenge the conclusions of the psychological assessment by subpoenaing the initial evaluator's entire file for a thorough work product review. If after receiving the case file, it becomes apparent that the initial evaluator did in fact make significant identifiable errors, Dr. Tolbert will likely become an identified testifying expert with the goal of assisting the Court in understanding or determining the quality and accuracy of the initial report.

- *Psychological Research and Education for Attorneys, Clients, and the Court*

As a mental health consultant, Dr. Tolbert is available to provide litigants, attorneys, and the Court with information on topics such as standard child custody evaluation processes and procedures, developmental needs of children, typical emotional and behavioral responses to divorce by children, the attachment issues influencing parenting plans and access decisions. The information is explained in easily understood terms that will be relatable to the situation at hand. Dr. Tolbert is also able to provide information regarding appropriate treatment approaches for specific conditions and situations, as well as information regarding where this treatment can be obtained.

### **Location of Services**

Except where special arrangements have been made, all forensic psychology services will be provided at 3307 Northlake Blvd., Suite 101, Palm Beach Gardens, FL 33403.

### **Financial Agreement**

All services are billed at \$300 per hour, with the exception of expert witness testimony or deposition testimony time, which is billed at \$450 per hour. Charges are calculated in 6 minute increments, you will be billed for services such as telephone conferences, telephone calls (except

when scheduling), administrative duties, drug testing, in-person conferences, clinical interviews, psychological testing, psychological testing materials and test purchases, test interpretation, topic research, report writing, collateral contacts, record reviewing, court preparation, wait time, travel time, etc. Record review, for all records Dr. Tolbert is required to review and take into consideration, is generally billed at about one minute per page. We will also be billing for out of pocket expenses such as travel accommodations, conference room rentals, postage, copies, courier services, etc.

Emails are billed at our smallest unit of billing; at one tenth of an hour for \$25.00 for 6 minutes. All emails over 1 page long will incur an additional fee of 1 minute per page. All email attachments are billed at 1 minute per page. Text messages sent and received will be billed at \$15.00 per text message. Please be aware that there is less confidentiality in sending text messages.

Please note any time a party subpoenas us for any testimony, we will be invoicing them separately at the rates indicated and that the responsible party will be required to pay for preparation time and travel time in addition to the time spent in court. All fees, including the fees for preparation and travel, must be paid at least 5 days before the court date in order to avoid fees associated with Dr. Tolbert filing a protective order with the court. Payment is nonrefundable.

Appointment times are reserved in advance, and Dr. Tolbert requires a minimum of 48 hours notice if there is a need to cancel an appointment. Appointments missed or canceled without 48-hour notice will be billed at the full fee. In the event of an emergency, proper documentation or proof of said emergency will be required to waive the cancelation fee.

A finance charge calculated at the periodic rate of 12% per annum (1% per month, an annual percentage rate of 12% per year, will be assessed on amounts remaining unpaid for more than thirty (30) days. No finance charge will be charged if you pay the entire balance due by the payment due date of your statement as set forth in the Forensic Specialty Guidelines of the American Psychological Association, no contingency fees will be accrued and payment for services will always be expected prior to the services being rendered, in the form of a retainer paid by the client or attorney. Our rates will then be deducted from your retainer according to the time devoted to your case. Please note that half of the retainer amount is non-refundable and we do not accept insurance.

Our current rates of services for psychological services for the year 2015 are as follows:

Dr. Tolbert's Fees for Psychological

Services:	\$300/Hour
Court Preparation/Travel:	\$450/Hour
Expert Witness Testimony/Depositions:	\$450/Hour (3 Hour Minimum Retainer Required)
Out of State Travel Fees	\$4,000/Day
Psychological Assistant Out of State Travel Fees	\$1,000/Day
Licensed Psychologist Assistant Fees:	\$250/Hour
Post-Doctoral Resident Assistant Fees:	\$200/Hour
Pre-Doctoral Resident Assistant Fees:	\$150/Hour
Masters Level Clinician Assistant Fees:	\$100/Hour
Administrative Assistance Fees:	\$45/Hour
Emails (Incoming & Outgoing):	1/10 of an Hour (Additional fee for long emails and

	time to read attachments)
Text Messages (Incoming & Outgoing):	\$15/Text
Background Checks Fees:	\$24.00
Testing Supply Fees:	Varies
Drug Test Fees:	Varies based on the type of test
Photocopy Fees:	\$1.00/page for the first 25 pages, \$0.25/page for every additional page

**Agreed Retainer Information**

An initial retainer in the amount of \$\_\_\_\_\_ will be required prior to beginning any of the offered services. One half of this amount is non-refundable, but may be applied toward record review, consultation, clinical interview, or late cancellation of an evaluation. Payment for deposition and/or courtroom testimony must be made 72 hours in advance of the offering of such testimony and is entirely non-refundable. Any time spent on your case prior to Dr. Tolbert being retained will be deducted once payment is received.

Because of the potential for cross examination on the grounds of bias, I require that all of my invoices be paid in full, prior to my giving testimony at any hearing, trial, or arbitration. In the event of nonpayment of my invoices, you agree that I may withdraw my services regardless of whether or not I have been formally designated as an expert.

We will compute periodic billing of fees based upon the amount of time that will be devoted to your case by our staff. It is impossible to determine, in advance, the amount of time that will be needed to complete your case. We shall use our best judgment to determine the amount of time, who is to perform the work, and the nature of the services to be performed, in your best interests.

You will receive bi-weekly invoices and you will be expected to replenish your retainer after each invoice is sent. These invoices will itemize the time and costs charged on your account for that period. You agree to promptly pay such additional advances within 3 business days of your invoice.

If you do not pay your account when due, we have the right at our discretion to withdraw from your case. If at any time you believe the bill is not reasonable, you must notify this practice in writing within three (3) days of the date of billing, and we will review the bill. If no written notice is received within the three (3) day period, it will be understood that the billing statement is accepted as correct, accurate and reasonable.

Upon completion of the report if either party requests copies of the contents of their file, we will provide an invoice of the fees associated with copying, printing, etc. Prior to furnishing a copy of the file, all fees associated must be paid in full. It is the policy of this practice, pursuant to Florida Statutes, APA code of ethics and various Florida rules and procedures, that all data contained in the case file will be released only to another licensed psychologist, identified through a formal subpoena.

Please indicate the intended method of payment:

_____ Attorney's Trust Account	_____ Check
_____ Money Order/Cashiers Check	_____ Cash
_____ * Credit Card	

**Your signature below indicates that you have had an opportunity to review these policies and agree to the terms. Please let me know if there are any questions prior to signing.**

*Thank you for your confidence and I look forward to working with you!*

\_\_\_\_\_  
Retaining Party's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

